

(2) Where the parties purport to sell specific goods, and the goods, without the knowledge of the seller, have perished in part or have wholly or in a material part so deteriorated in quality as to be substantially changed in character, the buyer may, at his option, treat the sale:

(a) As avoided; or

(b) As transferring the property in all of the existing goods, or in so much thereof as have not deteriorated, and as binding the buyer to pay the full agreed price if the sale was indivisible, or to pay the agreed price for the goods in which the property passes if the sale was divisible.

An. Code, 1924, sec. 29. 1912, sec. 29. 1910, ch. 346, sec. 26 (p. 274).

26. (1) Where there is a contract to sell specific goods, and subsequently, but before the risk passes to the buyer, without any fault on the part of the seller or the buyer, the goods wholly perish, the contract is thereby avoided.

(2) Where there is a contract to sell specific goods, and subsequently, but before the risk passes to the buyer, without any fault of the seller or the buyer, part of the goods perish, or the whole or a material part of the goods so deteriorate in quality as to be substantially changed in character, the buyer may, at his option treat the contract:

(a) As avoided; or

(b) As binding the seller to transfer the property in all of the existing goods or in so much thereof as have not deteriorated, and as binding the buyer to pay the full agreed price if the contract was indivisible, or to pay the agreed price for so much of the goods as the seller, by the buyer's option, is bound to transfer if the contract was divisible.

See notes to sec. 36.

An. Code, 1924, sec. 30. 1912, sec. 30. 1910, ch. 346, sec. 27 (p. 275).

27. (1) The price may be fixed by the contract, or may be left to be fixed in such manner as may be agreed, or it may be determined by the course of dealing between the parties.

(2) The price may be made payable in any personal property.

(3) Where transferring or promising to transfer any interest in real estate constitutes the whole or part of the consideration for transferring or for promising to transfer the property in goods, this sub-title shall not apply.

(4) Where the price is not determined in accordance with the foregoing provisions, the buyer must pay a reasonable price. What is a reasonable price is a question of fact dependent on the circumstances of each particular case.

An. Code, 1924, sec. 31. 1912, sec. 31. 1910, ch. 346, sec. 28 (p. 275).

28. (1) Where there is a contract to sell or a sale of goods at a price or on terms to be fixed by a third person, and such third person, without fault of the seller or the buyer, can not or does not fix the price or terms, the contract or the sale is thereby avoided; but if the goods or any part thereof have been delivered to and appropriated by the buyer, he must pay a reasonable price therefor.

(2) Where such third person is prevented from fixing the price or terms by fault of the seller or the buyer, the party not in fault may have such remedies against the party in fault as are allowed by chapters 4 and 5 of this sub-title.